

Tropical Palms

RESORT & 4WD HIRE MAGNETIC ISLAND

Dave & Michele Dawson
 Phone: (07) 4778 5076
 Fax: (07) 4778 5897

34 Picnic Street
 Magnetic Island
 ABN 23778857416

CAR HIRE CONTRACT

HIRER: NAME:

HOLIDAY ADDRESS:

HOME ADDRESS:

MOBILE OR LOCAL PHONE

Email

HOME PHONE

OTHER DRIVERS:

MOTOR VEHICLE:

MODEL:

REG. NO:

Seating:

Km Out:

Km In:

HIRE PERIOD

HIRE COMMENCES:

A.M./P.M.

201

HIRE CEASES AT:

A.M./P.M.

201

HIRE RATE	DAYS	TOTAL HIRE	DEPOSIT	BALANCE (Inc GST)
Conditions of Offer to hire			NO SMOKING IN CARS. A cleaning fee of \$50 will apply to cars with evidence of smoking inside.	
FUEL OPTIONS:	Pre pay:	Hirer Refuel	FULL ¾ ½ ¼ Fuel receipt required on return. Vehicle must be returned with the same amount of fuel as it left with or the fuel used will be charged to the security credit card plus a \$10.00 service fee.	
\$20 for the first _____ km & \$_____ per 10km after.				
VEHICLE DAMAGE LIABILITY: The Hirer has a Vehicle Damage Liability Fee of \$4000. The hirer is liable to pay for any damage to the vehicle during the hire period up to a maximum of \$4000, subject to conditions overleaf. Insurance to cover this liability can be taken through private companies prior to delivery of the vehicle. Private insurance not associated with Tropical Palms in any way.				Private Insurance Cover Yes / No
Vehicle is registered for Magnetic Island only and is not to be taken off Magnetic Island. Vehicle is for regular roads only & Must not be driven on beaches or bush tracks. Maximum speed on Magnetic Island is 60kph.				
Access to West Point Road & Radical Bay Rd is subject to road condition at the time and is at the hirer's risk. These roads are very rough. Extreme care is required on these roads. Always drive at a speed suitable for road conditions, Maximum speed on these roads is 40kph. If a vehicle becomes stuck on these roads recovery is at the Hirer's expense. Any mechanical damage to vehicles on these roads will be repaired at the Hirer's expense.				
Vehicle must be returned to Tropical Palms office at the designated date and time unless arrangement has been made for extension of hire. Extensions can be arranged at \$10.00 per hour or part thereof. More than four hours one day hire will apply. Cars may be left at the ferry terminal by prior arrangement and will incur a \$20 collection fee.				
A cleaning fee of \$30.00 per hr will apply to vehicles returned unacceptably dirty or wet interior. Punctures are the responsibility of the hirer at cost of the repair (\$20).				
Additional Clauses:				

Joint hirers and ALL drivers are jointly and severally responsible under this agreement.

By entering into this agreement you authorise the Company to debit your credit card with the charges detailed overleaf under Financial Obligations:

SIGNED BY HIRER:

DATE

Credit Card Security:

_____ / _____

CAR HIRE AGREEMENT

This agreement is between the prospective hirer identified on Page 1 of the contract ("You") and Tropical Palms Inn & 4WD Hire ("the Owner") to hire the vehicle specified on Page 1 of the contract, including any replacement vehicle ("the Vehicle").

1. VEHICLE CONDITION AND RETURN

A. Vehicle Condition

- You acknowledge receiving the Vehicle from the Company in a good and clean condition (except otherwise specified in the Vehicle Condition Report).
- You agree to maintain tyre pressure, fluid and fuel at the appropriate levels and to immediately report any defect to us.

B. Vehicle Return

You must return the Vehicle to the Company:

- In the same condition as it was at the commencement of the Hire Period.
- To the location and by the date and time specified on Page 1.
- Refunds are not given for early return unless the Company can re-hire the vehicle for the hire period.

2. EXTENSION

A. You shall notify the Company and obtain its authorization for extension of hiring period beyond the due in date and time specified in Page 1 of the contract. Such notification must be done PRIOR TO the due in date and time.

B. Should you fail to obtain the Company's authorization for extension prior to the due date and time, your hire becomes overdue and you will incur a charge of \$10.00 per day on top of the daily hire rate for each day or part thereof.

3. UNAUTHORISED AND PROHIBITED USE

A. Persons strictly prohibited from driving the vehicle:

- Person other than those identified on Page 1 of the contract.
- Person who is not licenced for the class of the vehicle.
- Person whose blood alcohol exceeds the lawful limit.
- Person under the age of 21

B. The vehicle must NOT be used:

- Outside the area on Page 1 of the contract, without written prior permission..
- Driving any type of vehicles including 4WD off a designated road, on beaches or through streams, dams, rivers, or flood waters is strictly prohibited;
- To carry paying passenger/s or to carry any inflammable, corrosive or explosive materials.
- To propel or tow any other vehicle, trailer, boat or any other object.
- To carry more people and/or greater loads of goods than permitted by law.
- To carry animals or pets.
- To carry any water skis, surfboards, bicycles, canoes or the like of inside or on the roof of the vehicle.
- For racing, reliability and/or speed trials, pace making, hill climbing.
- In a careless and/or reckless and/or dangerous manner.

4. FINANCIAL OBLIGATIONS

A. Joint hirers and ALL drivers are jointly and severally responsible under this agreement.

B. By entering into this agreement you authorise the Company to debit your credit card (and you shall pay on demand any balance owing) with the following charges:

- All hire charges as specified on Page 1 of the contract plus any subsequent hire extension/s and other charges incurred on your Hire Agreement.
- Vehicle Damage Liability Fee as specified on Page 1.
- All charges incurred due to parking, or any other infringements until the vehicle is returned to the Company.
- Minimum Cleaning Fee of \$50.00 if you smoke and/or let any other person smoke in the vehicle during your rental.
- Minimum Cleaning Fee of \$30.00 per hour or part thereof if the vehicle is returned excessively dirty or wet interior.
- All loss of or damage to the vehicle (including loss of use), third party damages, legal expenses, debt collection fees, assessment fees, towing and recovery, storage and company service charges where any condition of this agreement has been breached.

5. DAMAGE COVER

The Company will grant a damage cover for your benefit in respect of damages to the vehicle and an amount which you are legally held liable to pay as a result of your use of the Vehicle. The damage cover is limited to a maximum amount of \$50,000.00 (including legal and other related costs incurred with the Company's consent). This damage cover is subject to conditions and exclusions below.

A. Conditions of Damage Cover:

This damage cover is subject to:

- Your payment of the Vehicle Damage Liability Fee (for each separate incident) regardless of cause/fault as specified on Page 1 of the contract.
- You have not acted or caused any other person to act in any manner, which constitutes a breach of this agreement.
- Your prompt report to the Company and to the police of any incident involving loss or damage to the Vehicle or any other property or injury to any person.
- You submitting any tests required by the police to determine the level of alcohol or drugs in your blood.
- You not leaving the scene of an accident without providing full particulars to all relevant parties and authorities.
- You provide such information and assistance as may be requested and, if necessary authorizing the Company and its authorized representative to bring, defend or settle legal proceedings where the Company shall have sole conduct of the proceedings.
- You not admitting liability or making any offer or promise of settlement without the Company's consent.

B. Exclusions to Damage Cover:

The following damages are not covered:

- Damage or Loss to the Vehicle and third party property caused by You driving the Vehicle, after the Vehicle has sustained radiator fluid loss, transmission or engine oil loss or loss of tyre pressure.
- Damage or Loss to the Vehicle caused by use of incorrect type of fuel.
- Damage or Loss where the Vehicle is totally or partially immersed in water regardless of causes.
- Damage or loss to the Vehicle and any third party property caused by you or any other driver driving the Vehicle in a careless or reckless or dangerous manner.
- Damage or loss to the Vehicle and third party property caused or contributed by you where you leave the incident scene prior to police attendance and/or failing to formally reporting the incident to the police.
- Damage to the Vehicle and third party property caused by you failing to properly secure any load or equipment to the Vehicle.
- Damage or loss to the Vehicle while being transported or towed without the Company's authority.
- The cost of towing or salvage of the Vehicle from areas specified on Page 1.
- Damage or loss to any property owned by you and any person known to you and/or any property in your physical legal control.
- Legal and any other related expenses on a full indemnity basis and interest as a result of you failing to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage.

6. GENERAL PROVISIONS

A. The Company reserves the right to refuse a replacement vehicle and/or hire of another vehicle to you following any accident or incident.

B. You shall release and indemnify the Company and its agents and employees from all claims for loss or damage to your personal property or any other person's property left in the vehicle at any time before, during or after the rental period regardless of the cause.

C. The Company gives no express or implied warranty as to any matter whatsoever including but not limited to the condition of the vehicle and equipment, its merchantability or fitness for any particular purpose.

D. To the extent permitted by law the Company limits its liability for breach of an implied condition or warranty to the replacement, repair or re-supply of the Vehicle or reimbursement of rental charges.

E. You shall release and indemnify The Company from all indirect, special, incidental or consequential damage suffered by any person including you due to any breach of this Rental Agreement by the Company and its agents and employees.

7. FUEL

A. You must use the correct type of fuel for the Vehicle at all times.

B. The Vehicle must be returned with amount of fuel equal to that at the time of commencement of the rental, unless the Pre-Paid fuel option was selected.

C. If the Vehicle is returned with less fuel, the difference shall be charged at the current bowser rate, plus a service charge as listed on Page 1.

8. IN THE EVENT OF AN ACCIDENT:

A. You should not admit liability or make any offer or promise of settlement without the Company's consent.

B. Where there is damage to the Vehicle or a person injured, the police are to be informed immediately.

C. Promptly report the accident and all details to the Company's office 47785076.

D. Complete the Queensland Transport accident report form in the glove box.

Car Condition Report Record Dents and Major Scratches

